

Collective Bargaining Agreement

between

Klamath County, Oregon

and

Federation of Parole and Probation Officers

July 1, 2015– June 30, 2018

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AGREEMENT
BETWEEN KLAMATH COUNTY, OREGON
AND
FEDERATION OF PAROLE AND PROBATION OFFICERS

PREAMBLE

This Agreement is entered into by Klamath County, Oregon, hereinafter referred to as the "County" and Federation of Parole and Probation Officers, hereinafter collectively referred to as the "Federation." Unless indicated otherwise, references to the "County" herein shall include the Board of County Commissioners.

ARTICLE 1: SCOPE OF AGREEMENT

Section 1.1 This Agreement shall apply to employees of the County in the classifications of Parole and Probation Officer 1, 2 and 3 including part-time employees who are regularly scheduled to work at least half time; and excluding temporary employees, supervisors and confidential employees as defined by Oregon law.

Section 1.2 For purposes of this Agreement, the following definitions shall apply:

- A. **REGULAR FULL-TIME:** a regular full-time employee is an employee who occupies a position that is authorized, budgeted, and designated as a regular full-time position. A regular full-time position normally is regularly scheduled to work at least 37.5 hours per week.
- B. **REGULAR HALF-TIME:** a regular half-time employee is an employee who occupies a position that is authorized, budgeted, and designated as a regular half-time position. A regular half-time position is normally scheduled to work a minimum of 20 and less than 37.5 hours per week. Such an employee shall be subject to the terms and provisions of this Agreement and shall be entitled to employer-paid benefits on a pro-rated basis (for example, 0.60 FTE employees will receive pro-rated insurance benefits at 0.60%). Regular, half time employment may be governed by a job share Agreement between affected employees and the County and Federation.
- C. **PART-TIME:** a part-time employee is an employee who regularly works 19 or fewer regularly scheduled hours per week. Such an employee shall not be subject to the terms and provisions of this Agreement and shall not accrue sick leave or vacation nor be entitled to holiday pay or receive medical or other employee benefits.
- D. **TEMPORARY:** a temporary employee is an employee who holds a position authorized, budgeted, and designated temporary; and includes employees working a seasonal or emergency job assignment. Such an employee, hired into a position in which the nature of the work is temporary, shall be limited to an employment period not to exceed six (6) months; shall not be subject to the terms and provisions of this Agreement. Employees in

this classification shall not be eligible for employee benefits. In the event a temporary or seasonal position is occupied on a full-time basis beyond the six (6) month period, the terms of this Agreement will apply and probation shall commence on the first of the month following the first six months of temporary employment.

- E. **CHANGES IN STATUS:** to ensure the integrity and stability of the work force and prevent any capricious modification of an employee's status and denial or withdraw of benefits, any and all changes involving a change in job duties resulting in a change of status shall occur only with authorization by the Board of County Commissioners and through procedures designated by the Human Resources Department.
- F. **OUTSIDE EMPLOYMENT:** any and all employment or activities for remuneration of any sort, including partial or full ownership of firms operating within the County may be permitted only with the prior written approval of the County. Such outside employment or activity may be permitted only where, at the discretion of the County, the nature and extent of such activities are compatible with County employment; and where such outside employment or activities would not, or later does not, interfere with an employee's responsibilities to County employment; and in no way conflicts with the interests of the County or is a discredit to the County. Failure to report such outside activity or to comply with the procedures established by the County to enforce the provisions of this section shall be subject to progressive discipline as outlined elsewhere in this Agreement.
- G. **CONFIDENTIAL:** a confidential employee shall be any employee who assists or participates in the formulation or execution of labor relations or personnel policy on behalf of the County and shall include personnel employed in the office of the County Commissioners, County Counsel, Human Resources/Risk Management, and Payroll.
- H. **SUPERVISORY:** a supervisory employee shall be as defined in ORS 243.650(14).
- I. **ANNIVERSARY DATE:** unbroken service from the original date of hire.
- J. **DAY:** unless otherwise detailed or defined within a particular section of this Agreement, the term "day" used in this Agreement shall refer to working day or normal courthouse business day, it shall not include Saturday or Sunday, and shall include holidays.
- K. **PROBATIONARY:** a newly hired employee with less than eighteen (18) months of service and whose status has not changed to regular, non-probationary; or in the case of an Oregon certified Parole and Probation Officer hired laterally such period shall be twelve (12) months.

ARTICLE 2: RECOGNITION

The County recognizes the Federation as the sole and exclusive bargaining agent for the purposes of establishing salaries, wages, hours and other conditions of employment for all of its employees within the bargaining unit described in Article 1 hereof.

ARTICLE 3: FEDERATION MEMBERSHIP AND CHECK-OFF

Section 3.1 Membership or non-membership in the Federation shall be the individual choice of employees covered by this Agreement. Any employee who chooses not to become a voting member of the Federation shall make a "payment-in-lieu-of-dues" which shall be limited to a fair proportional share of the cost of negotiation and contract administration by the Federation. Such payment shall be equal to periodic dues uniformly required of voting members. Should such "fair share" be declared unlawful under Oregon law by a court of competent jurisdiction, the proceeding shall be inoperative. It is recognized that employees covered by this Agreement may be required in the line of duty to perform duties growing out of or connected with labor disputes which may arise within the County. The Federation agrees that no disciplinary or other action will be taken by the Federation against employees covered by this Agreement by reason of any such action or conduct in the line of duty.

Section 3.2 The County agrees to deduct from the paycheck of each employee who has so authorized it the regular initiation fee (for new employees) and regular monthly dues uniformly required of members of the Federation or monthly "payment-in-lieu-of-dues", as the case may be. The amounts deducted shall be transmitted monthly to the Federation on behalf of the employees involved. Authorization for such deduction shall be in writing, signed by the employee, on forms furnished by the County and may be revoked by the employee upon written request only during the thirty (30) day period between June 1 and June 30 of each year. It is the responsibility of the member to ensure they pay Federation dues while on leaves of absences without pay in order to maintain their active Federation status.

Section 3.3 The County agrees to provide the Federation the names of new employees within thirty (30) days of the first (1st) day of employment of each new employee represented by this Agreement.

Section 3.4 All employees covered by this Agreement shall, within thirty (30) days of employment either (1) become and remain a member of the Federation, or (2) tender to the Federation her/his fair share of the cost of negotiating and administering the labor agreement. Fair share dues payments authorized by this Article shall be deducted by the employer. The Federation assumes responsibility for repayment of monies found to be illegally or erroneously deducted by the County under this Article and shall indemnify and hold the County harmless against any and all claims that arise out of or by reason of the good faith actions of the County pursuant to its compliance with this Article.

ARTICLE 4: MANAGEMENT RIGHTS

The County retains all the customary, usual, and exclusive rights, decision making, prerogatives, functions, and authority connected with or in any way incident to its responsibility to manage the affairs of the County or any department or function thereof. The rights of employees in the bargaining unit and the Federation are limited to those specifically set forth in this Agreement, and the County retains all prerogatives, functions, and rights not specifically limited by the terms of this Agreement. The County shall have no obligation to bargain with the Federation with respect to any such subjects or the exercise of its discretion and decision making with regard thereto, any subjects covered by the terms of this Agreement and closed to further bargaining for

the term hereof, and any subject which was or might have been raised in the course of collective bargaining. Without limitations, but by way of illustration, the exclusive prerogatives, functions and rights of the County shall include the following:

1. To direct and supervise all operations, functions and policies of the departments in which the employees in the bargaining unit are employed, and operations, functions, and policies in the remainder of the County as they may affect employees in the bargaining unit.
2. To close, liquidate or combine any department, office, branch, operation of facility, service, or combination thereof, or to relocate, reorganize or combine the work of departments, divisions, offices, branches, operations or facilities for budgetary or any other pertinent reason.
3. To determine the need for a reduction or an increase in the work force and the implementation of any decision with regard thereto.
4. To establish, revise and implement standards for hiring, classification, promotion, quality of work, safety, materials, equipment, attire, appearance, methods, and procedures.
5. To implement new, and to revise or discard, wholly or in part, old methods, procedures, materials, equipment, facilities, and standards.
6. To assign and distribute work.
7. To assign shifts, workdays, hours of work and work locations as the County may determine, except where modified by a specific provision of this Agreement.
8. To designate and to assign all work duties.
9. To introduce new duties and to revise or add job classifications and duties within the unit, subject only to the provisions of Article 11, Section 1 hereof.
10. To determine promotional opportunities and the need for and the qualifications of new employees, transfers, and promotions.
11. To discipline, suspend, demote, or discharge an employee for "just cause."
12. To determine the need for additional education courses, training programs, on-the-job training, and cross-training and to assign employees to such duties for periods to be determined by the County.

The exercise of any management prerogative, function, or right which is not specifically modified by this Agreement is expressly retained by the County, subject only to the claimed

violation of a specific provision of this Agreement, which may be subject to the provisions of Article 13 hereof.

ARTICLE 5: STRIKES AND LOCKOUTS

Section 5.1 During the duration of this Agreement, the Federation and its members, as individuals or as a group, will not initiate, cause, permit, participate or join in any strike, work stoppage or slowdown, picketing, or any other restriction of work at any location in the County, which is prohibited by ORS 243.736 (which grants interest arbitration to parole and probation officers in the bargaining unit). Employees in the bargaining unit, while acting in the course of their employment, shall not honor any picket line established in the County by the Federation or by any other labor organization when called upon to cross such picket line in the line of duty. Disciplinary action, including discharge, may be taken by the County against any employee or employees engaged in a violation of this Article. Such disciplinary action may be undertaken selectively at the option of the County and shall not preclude or restrict recourse to any other remedies, including an action for damages, which may be available to the County.

Section 5.2 In the event of a strike, work stoppage, slowdown, picketing, observance of a picket line, or other restriction of work in any form, either on the basis of individual choice or collective employee conduct, the Federation will immediately, upon notification, attempt to secure an immediate and orderly return to work. This obligation and the obligations set forth in Section 5.1 above shall not be affected or limited by the subject matter involved in the dispute giving rise to the stoppage or by whether such subject matter is or is not subject to the grievance and arbitration provision of this Agreement.

Section 5.3 There will be no lockout of employees in the unit by the County as a consequence of any labor dispute arising during the period of this Agreement.

ARTICLE 6: HOLIDAYS

Section 6.1 The following shall be recognized as holidays for full-time employees:

New Year's Day	Labor Day
Martin Luther King Jr. Day	Veteran's Day
President's Day	Thanksgiving Day
	Day after Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	Two Floating Holidays**

**to be scheduled in advance by mutual consent of employee and department head.

Regular half-time employees are eligible to receive holiday pay on a prorated basis (including eligible to utilize one floating holiday per fiscal year).

Section 6.2 Whenever a holiday falls on Saturday, the preceding Friday shall be observed as the holiday; and whenever a holiday falls on Sunday, the succeeding Monday shall be observed as the holiday. If an employee is on authorized vacation, sick leave, or other leave with pay when a

holiday occurs, such holiday shall not be charged against such leave, and an additional day may be scheduled by mutual agreement between the employee and her/his supervisor. Unless previously excused by the County, in order to qualify for a paid holiday, an employee shall work the scheduled day before and after the holiday.

Section 6.3 Eligible full-time employees shall receive one (1) day's pay for each of the holidays listed above on which they perform no work.

Section 6.4 If an employee is required to work on any holiday listed above, except where such holiday falls in a regularly scheduled tour of duty, she/he shall receive, in addition to her/his holiday pay, compensation for all hours worked at the rate of one and one-half the regular rate of pay or compensatory time off at the rate of time and one-half, with pay, as mutually agreed upon by the County and the employee.

Section 6.5 All regular full-time employees accrue and may utilize two floating holidays per fiscal year (i.e., between July 1 and June 30) in accordance with the provisions of Article 6 of this Agreement. Floating holidays shall be used within the fiscal year or be forfeited. Once an employee gives notice of resignation, the employee may not take a floating holiday.

Section 6.6 Newly hired and probationary employees shall not be eligible to accumulate floating holidays until after a benefits waiting period of six (6) months. At the end of this period, employees will be eligible to accrue two (2) floating holidays which then may be utilized within the current fiscal year in accordance with the provisions of this Article.

ARTICLE 7: VACATIONS

Section 7.1 Each full-time employee shall be entitled to earn vacation time.

Section 7.2 Vacation time shall accrue on a per hours worked basis and shall vest after successful completion of six (6) months of employment.

Section 7.3 Employees with less than six (6) months of continuous full-time service shall not be entitled to accrue vacation time or be paid vacation pay upon termination.

Section 7.4 Employees shall not accrue any more than twice the amount of vacation time that can be earned in any one year. An employee who has accrued the maximum may be directed to take vacation time off, and if the employee fails to cooperate with the department head in scheduling mutually agreeable time off, then the County may cease to accrue additional vacation benefits.

Section 7.5 Regular employees will earn vacation time as follows:

Years of Service	Vacation Hours Per Year	Vacation Hours Per Month
0 - 5 Years	96	8
Commencing in 6th year	120	10
Commencing in 10th year	156	13
Commencing in 15th year	180	15
Commencing in 20th year	192	16

Employees shall accumulate no more than two (2) years of vacation accrual at any one time.

Section 7.6 Continuous service for the purpose of accumulating vacation leave credit shall be service unbroken by a separation from County employment, except that time spent by an employee on military leave, sick leave, and FMLA covered leave resulting from a job-related injury, shall be included as continuous service. Time spent on other types of unpaid leave will not be counted as part of continuous service, provided that employees returning from such leave and employees on lay-off status shall be entitled upon reinstatement to credit for service prior to the leave or lay-off.

Section 7.7 Vacation times shall be scheduled by mutual agreement between the employee and the department head based on the department head's judgment as to the needs of efficient operations and the availability of vacation relief. Where possible, given the operating needs of the department and the availability of vacation relief, seniority will prevail as to the choice of vacation time off between employees in a department; provided that a senior employee may assert seniority to schedule vacation one time per year and may not use seniority to bump an approved vacation. To be considered for scheduling on a seniority basis, vacation preferences shall be submitted with a 30-day advance notice of requested time-off.

Section 7.8 Upon death, retirement, or termination for any reason the County shall pay the employee or his heirs the value of his accumulated but unused vacation leave.

ARTICLE 8: HOURS OF WORK

Section 8.1 The workweek, to the extent consistent with operating requirements of the department and recognizing the necessity for continuous service by certain departments throughout the week, shall normally consist of consecutive four (4) ten (10) hour days or five (5) eight (8) hour days, or as otherwise scheduled by the County.

Section 8.2 The regular hours of work each day shall be consecutive, except for interruptions for rest and meal periods, and shall, to the extent consistent with operating requirements of the department and the need for continuous service to the County throughout the week, be scheduled between the hours of 6:00 a.m. and 10:00 p.m. The regular workweek shall be in accordance with existing departmental practice and procedures in effect on the date of this Agreement, provided that nothing in this Agreement shall constitute a guarantee of any number of hours' work per day or per week.

Section 8.3 Flexible Scheduling. By the nature of their position, employees are required to work an irregular forty (40) hours per week work schedule.

a) Employees shall submit a basic work schedule to their immediate supervisor.

b) If an employee desires to make permanent changes to his/her basic work schedule, the employee shall submit a request to their immediate supervisor for approval at least fourteen (14) calendar days in advance of the desired implementation date. The immediate supervisor shall approve or not approve the requested change in schedule.

c) Flex schedules are allowed to provide employees the ability to flex work hours outside of the basic work schedule during the forty (40) hour work schedule.

d) If an employee desires to flex his/her work hours outside of his/her basic work schedule, the employee shall notify his/her immediate supervisor.

e) Employees may be required to flex their schedules for mandatory training if the employee is given written notice at least fourteen (14) calendar days in advance.

f) A less than full-time employee required to attend mandatory training shall be paid at the appropriate hourly rate of pay for all training.

Section 8.4 Probation Officer classifications will be compensated for overtime based on hours worked in excess of 40 hours per week.

Except in emergency situations, all work performed in excess of 40 hours per work week must be authorized, in writing, in advance by the supervisor. Emergency overtime work must be reported to the supervisor within two of the employee's work days of its occurrence. An employee who works overtime in excess of 40 hours per work week shall be granted compensatory time off in lieu of overtime pay. Compensatory time off shall be taken as scheduling permits and with the approval of the supervisor. Compensatory time off which is not scheduled by December 31 shall be paid in cash. Nothing in this article will be construed to modify the basic workweek schedule, an employee's obligation to account for his/her time, or the role of the supervisor in approving work outside an employee's basic daily or weekly work schedule.

Overtime: Time worked in excess of 40 hours in a work week shall be earned at time and one-half. This time shall be scheduled to be taken off by mutual agreement between PO and the Supervisor any time before December 31 of each calendar year. Hours remaining on the books by December 31 shall be paid to the PO.

Section 8.5 To the extent consistent with operating requirements, employees shall be scheduled to work as agreed upon by each employee and the supervisor and department head.

Section 8.6 Employees may manage their own time effectively in conjunction with supervisory approval. Urgent, unexpected projects may dictate the need for an employee to work over an eight (8) hour day. In order to compensate for that time and remain within the 40-hour weekly limit, flextime could be used to off-set the additional time worked by allowing the employee to report for work the next day at a later time or leave early the following day. Employees may choose to flex schedules only with management approval. Cooperation between the employee and supervisor is critical and accountability of weekly hours is imperative. The employee must

request flextime in written form and it must be approved by the supervisor prior to implementation.

Section 8.7 A rest period of fifteen (15) minutes shall be permitted for all employees during each half shift, which shall be scheduled by the department head in accordance with his or her determination as to the operating requirements of each employee's duties.

Section 8.8 All employees shall be granted an uncompensated meal period during each work shift. To the extent consistent with operating requirements of the department, meal periods shall be not less than thirty (30) nor more than sixty (60) minutes, except in cases of emergency, and shall be scheduled at or near the middle of the work shift.

ARTICLE 9: SICK LEAVE

Section 9.1 Sick leave for full-time employees who have completed the probationary period shall be earned for the purposes stated herein at the rate of four (4) hours per pay period, which is eight (8) hours per month. Sick leave may be accumulated to a total of 1700 hours and must be taken for the purposes specified in Section 2 hereof as a condition precedent to any leave payment.

Section 9.2 Sick leave shall be utilized in thirty (30) minute increments not to exceed an amount equal to the time the employee would have worked to a maximum of eight (8) hours or ten (10) hours in one day depending upon their regularly scheduled workday, but for absence due to sickness or accident as provided herein. Employees may utilize their allowance for sick leave when they are unable to perform their work duties by reason of their illness or injury. In the case of absence from work due to a employee's illness or injury, sick leave shall begin on the first hour of absence. The employee shall notify the section head or other supervisor of absence due to illness or injury and the nature and expected length thereof as soon as possible and in no event later than one (1) hour before the commencement of his first regular shift unless unable to do so because of incapacity. A physician's statement of the nature and identity of the illness, the need for the employee's absence, and the estimated duration of the absence may be required at the option of the County prior to payment of any sick leave benefits. A physician statement will be requested related to FMLA eligibility or when abuse of such leave is reasonably suspected.

Section 9.3 When an injury occurs in the course of employment the County shall, upon written employee request, pay the difference between any payment received under workers' compensation laws and the employee's regular salary net after taxes until accumulated sick leave is exhausted. Such payment shall be charged as prorated sick leave. Under no circumstances shall the combined new payment pursuant to this section exceed the usual net payment made when the affected employee is not on such injury status.

Section 9.4 Any employee absent due to illness or injury for a period in excess of six (6) working days must contact her/his department head not less than once per calendar week to advise the department head of the employee's status, to be brought up to date on departmental activities and to inform the department head of the continued expectation of the employee's disability from employment. Failure to contact the department head as required in this section may result in discipline up to and including termination.

Section 9.5 Each regular full-time employee may be permitted to utilize accrued but unused sick leave to provide care for immediate family members living at home if Family Medical Leave or Oregon Family Leave would apply.

Section 9.6 An employee shall be granted not more than five (5) days funeral leave in the event of death in the immediate family of the employee. In addition, in the event an employee is required to travel more than a 200-mile radius for the purpose of attending a funeral, up to three (3) additional days may be granted and charged against employee's sick leave. An employee's immediate family shall include those individuals identified by the Federal Family Leave Act (FMLA) and/or Oregon Family Leave Act (OFLA).

Section 9.7 Disposition of Accrued Sick Leave. Sick leave is provided by the County in the nature of insurance against loss of income due to an employee's injury or illness. No compensation for accrued sick leave shall be provided to any employee upon termination of employment except that upon death, retirement or lay-off after five (5) years of continuous service, 1/2 of an employee's accrued but unused sick leave up to fourteen hundred (1400) hours will be paid to the employee or to his beneficiary, as the case may be.

Section 9.8 Vested vacation accruals and/or compensatory time balances may be used to obtain compensation for absence due to sickness and disability, including pregnancy, when accrued sick leave is exhausted and a physician's certificate is provided in advance in accordance with the Family Medical Leave or Oregon Family Leave. FMLA leaves shall run concurrently with other leaves.

Section 9.9 Upon application by a non-probationary employee and verification by a physician's certificate, a medical leave of absence without pay may be granted by the County for periods of disability due to illness or injury including pregnancy, after accrued sick leave and compensatory time has been exhausted. The County may require a certificate from a physician periodically during the period of such disability. Such medical leaves of absence are discretionary and predicated on County determinations concerning ability to return to work and prognosis for recovery and shall not exceed ninety (90) days. An employee unable to return to work and perform his or her regular duties after the leave of absence, may be terminated at the end of the FMLA/OFLA protected leave once accruals are exhausted.

During medical leave without pay, including maternity leave granted by the County under this Article, the County shall contribute the County's share of medical insurance, provided the employee's share is received by the Human Resource Office by the first of each month. The County will also pay the full cost of term life. There is no accrual or payment of sick leave benefits or vacation leave during medical leave of absence without pay.

ARTICLE 10: OTHER LEAVES OF ABSENCE

Section 10.1 Leaves of absences without pay not to exceed ninety (90) calendar days may be granted upon establishment of reasonable justification therefore in instances where the work of the department will not be negatively impacted by the temporary absence of the employee. Requests for such leaves must be in writing. Such leave may be extended in extraordinary

circumstances. Leave will not be approved for an employee for the purpose of accepting employment outside the service of the County. The employee will be responsible for the cost of medical insurance and term life during this time. No sick leave nor vacation will accrue during this leave of absence.

Section 10.2 Employees shall be granted leave with pay for service upon a jury; provided, however, that the salary paid to such an employee for the period of the absence shall be reduced by the amount of money received by him/her for such jury service, and upon being excused from jury service an employee shall immediately contact the department head or other supervisor for assignment for the remainder of his/her regular workday.

Section 10.3 Leave with pay shall be granted for an appearance connected with her/his official duties before a court, legislative committee, judicial or quasi-judicial body as a witness in response to a subpoena or other direction by proper authority; provided, however, that the regular straight-time salary paid to such employee shall be reduced by an amount equal to any compensation she/he may receive as witness fee.

Section 10.4 Leave of absence with pay shall be granted for attendance in court in connection with an employee's officially assigned duties, including the time required for travel to the court and return to the employee's place of employment or residence, should such appearance occur outside an employee's work schedule.

Section 10.5 Employees shall be granted one (1) hour to vote on any election day if, due to scheduling of work, they would not otherwise be able to vote.

Section 10.6 Employees elected to any Federation office or selected by the Federation to do work which takes them from their employment with the County shall, upon written request of the Federation and the employee, be recommended by the department head for a leave of absence with or without pay as appropriate and as determined by the department head in his sole discretion which shall not be abused. To the extent consistent with the operating requirements of the department, such employees shall be granted a leave of absence without pay.

Section 10.7 After completing one (1) year of continuous service, a full-time employee, upon written request, may be granted a leave of absence without pay by the County for the purpose of upgrading his/her professional ability through enrollment in educational courses directly related to employment at an accredited school or course of study. The period of such leave of absence shall not exceed one (1) year, but may be renewed or extended upon request of the employee and approved by the department head for up to one (1) additional year. One (1) year leaves of absence, with requested extensions, for educational purposes may not be provided more than once in any three (3) year period.

Section 10.8 Employees may also be granted time off with pay, meals, lodging and mileage in accordance with existing County policy for educational purposes, for reasonable lengths of time to attend conferences, seminars, briefing sessions, training programs and other programs of a similar nature that are intended to improve or upgrade the employee's skill and professional ability, when ordered by the employee's department head.

Section 10.9 A full-time employee who is a member of the National Guard or of any reserve component of the armed forces of the United States is entitled to leave of absence from his/her duties for a period not exceeding fifteen (15) calendar days in any calendar year. If the employee has been employed by the County for at least six (6) months, such leave shall be granted without loss of pay and without impairment of other benefits to which he/she is entitled. Military leave with pay to a maximum of fifteen (15) calendar days in any calendar year as specified herein may be granted only when an employee receives bona fide orders to active duty for training for a temporary period and shall not be paid unless the employee returns to her/his position with the County immediately following expiration of the training period for which she/he was ordered to duty. Leave with pay shall not be granted to employees entering the military service for extended and indefinite periods of active duty; however, such employees are entitled to all benefits provided for by federal law.

Section 10.10 A regular employee shall be entitled to a military leave of absence without pay during a period of extended service with the armed forces for the United States. He/she shall, upon honorable separation for such service, be returned to the same position or, if the position no longer exists, to a position of like seniority, status and pay as if he/she had remained on the job instead of performing military service. If it is established that she/he is not physically qualified to perform the duties of her/his former position by reason of such service, she/he shall be reinstated, if available, to an alternative position of like seniority, status and pay that she/he is able to perform. Such employee shall make application for reinstatement within ninety (90) days and shall report for duty within six (6) months following separation from active duty with the armed forces. Failure to comply shall terminate military leave and reemployment rights of the employee.

Section 10.11 Employees shall be allowed to take parental and family leave, as well as military family leave, in accordance with Oregon and Federal law. Application must be submitted in writing, accompanied by proper medical certification, to the Human Resources Department for review and approval. Upon request, and with the prior approval of the department head, employees shall be allowed to utilize accrued vacation and/or sick leave for absences resulting from application of this Section. It is understood that Federal Family Medical Leave, Oregon Family Leave, and Oregon Military Family Leave will be unpaid leave. However, all sick leave and vacation hours will be utilized first before placing the employee in an unpaid status; and, all leaves shall run concurrently.

Section 10.12 Employees may be placed on administrative leave with pay at the County's discretion. This determination by the County is administrative and not disciplinary in nature and does not reflect adversely on the employee. Whenever the County determines that administrative leave is appropriate, it shall provide written notice to the employee as described in Section 12.3 of this Agreement.

ARTICLE 11: COMPENSATION

Section 11.1 Existing classifications shall be those attached as Exhibit A. When any position not listed on the list is established, the County shall designate a job classification and pay rate for the position and the Federation shall be notified thereof. In the event the Federation disagrees

with the pay rate for the position which has been established by the County, it may demand to bargain the wage in accordance with the PECBA.

Effective July 1, 2015, wages shall be increased by two percent (2%). Effective July 1, 2016, wages shall be increased by two percent (2%). Effective July 1, 2017, wages shall be increased by two percent (2%).

Section 11.2 Movement on the Step and Range Salary Schedule shall be in accordance with the specifications outlined in Exhibit A of this Agreement.

Section 11.3 Salaries of employees shall be paid on a schedule established by the Board of County Commissioner's according to the range and step schedule attached as Exhibit A. Effective July 1, 2012, the POIII/C pay scale will be eliminated and all POIIIs will be paid in accordance with the existing POIII/S pay scale, which shall be the only POIII pay scale.

Section 11.4 Any employee called back to work (away from home) outside her/his previously scheduled shift after having left the premises shall be compensated for a minimum of two hours at the rate of time and one-half. The County shall make reasonable efforts to encourage the Courts to schedule appearances by employees in the line of duty during their regular work shift. Callback time does not apply to hours worked beyond the normal work hours when they are scheduled in advance, or when call back near the shift start time runs concurrently with the shift, and when the time is "holdover" at the end of the shift. This provision shall not apply to telephone calls received outside of the employee's regular work hours, which shall be paid for actual time worked with a minimum of 15 minutes' pay.

Section 11.5 Except as may be specified elsewhere in the Agreement, regular full-time employees shall be compensated at a rate of one and one-half times their regular rate of pay for all hours worked in excess of the regular work hours as outlined in Article 8, Section 1 of this Agreement. In no event shall there be any double payment or pyramiding of compensation and/or benefits.

Section 11.6 All assigned work in excess of eight (8) hours on any scheduled workday (or ten (10) hours on any scheduled ten-hour workday) is qualified as overtime to be compensated as detailed in Section 11.5 of this Article, except for flex time hours and except as stipulated in Section 11.7(a) below. All assigned work in excess of forty (40) hours in a seven-day period is qualified as overtime to be compensated as detailed in Section 11.5 of the Article, except hours subject to flex time..

Section 11.7 Except employees who are required to work on a holiday as part of their normal tour of duty schedule, compensation for authorized overtime, call-in, and holiday work shall be paid in the form of compensatory time off or in the form of compensatory pay at the applicable rate as mutually agreed between the employee and the County. Employees who are required to work on a holiday as part of their normal tour of duty schedule will be compensated in accordance with Article 6, Section 4 unless compensatory time is agreed upon between the employee and department head. If compensatory time off is elected, it shall be taken within the applicable workweek, as the case may be. All overtime shall be recorded and must be approved

by the department head or designated supervisor. Time worked for purposes of this Section shall be computed daily, shall not be carried forward from day to day, and shall be computed to nearest one-quarter (1/4) hour.

Section 11.8 An employee who is required to report for special duty or assignment at any location other than her/his regular reporting location and who is required to use her/his personal automobile for transportation to such location shall be compensated at the mileage rate established by County Policy.

Section 11.9 Certification/Education Pay. Eligible employees shall receive monthly Certification (for the current classification) and education pay calculated as a percentage of base hourly salary and added thereto to the following:

1. Intermediate DPSST Certificate – 3%
2. Advanced DPSST Certificate – 6%
3. Masters in related field – 5%
5. Bilingual in Spanish or sign language – 4%

Spanish fluency in street-Spanish as spoken in Klamath County. Bilingual proficiency to be determined by a court interpreter, OIT, or high school instructor who shall verify fluency to an extent which is practical for Parole and Probation work and acceptable for admissibility in judicial proceedings as determined by the Presiding Judge of the Circuit Court for Klamath County.

The maximum allowable premium pay for any combination education, certification and bilingual premiums listed above shall be ten percent (10%). An employee may claim only one certification premium in addition to one education premium.

Section 11.10 FTO Premium. Employees trained as an FTO shall be paid a two and a half percent (2.5%) premium while assigned to train a probationary employee.

ARTICLE 12: DISCIPLINE AND DISCHARGE

Section 12.1 Disciplinary action of regular non-probationary employees may be imposed only for “just cause.” To the extent appropriate, and to ensure that discipline is corrective in nature and not purely punitive, disciplinary action generally should be progressive in nature (based on the individual circumstances involved) and commensurate with the offense. Under ordinary circumstances, discipline will constitute oral reprimands, written reprimands, suspensions, demotions, reductions in pay, or discharge. Disciplinary action may be imposed upon any employee for failing to fulfill his or her responsibilities as an employee, and conduct, behavior or attendance that is inconsistent with job expectations. Conduct reflecting discredit upon the County, or which is a hindrance to the effective performance of County functions, shall be considered just cause for disciplinary action. Such cause may also include but is not limited to misconduct, inefficiency, incompetence, insubordination, misfeasance, malfeasance, the willful

giving of false or confidential information or the withholding of information when making application for employment, or willful violation of departmental rules. An employee subject to disciplinary action has a right to Federation representation as provided by law. If the department head or other supervisor has reason to discipline an employee, she/he shall make reasonable efforts to impose such discipline in a manner that will not embarrass or humiliate the employee before other employees or the public.

Section 12.2 Any probationary employee shall serve at the pleasure of the County as a probationary employee under this Agreement. An employee having continuous service in excess of the appropriate twelve or eighteen month probationary period shall be discharged only for cause.

Section 12.3 With respect to non-probationary employees, the following procedure shall apply in cases of economic discipline.

Whenever the department head or other supervisor initiates an inquiry that could lead to the imposition of economic discipline, the County may place the employee on administrative leave with pay. The employee will be notified in writing of the reasons and conditions thereof. The County may also relieve the employee of certain responsibilities and direct the employee to perform non-parole and probation limited or modified duties for the duration of the administrative leave period. The County retains the right to place employees on paid administrative leave for reasons which are not disciplinary in nature, which is not restricted by this section.

If the department head or other supervisor determines that there may be cause for economic discipline, she/he may suspend the employee with pay for up to five (5) days and shall deliver to the employee and the Federation a written notice of economic discipline under consideration. Such notice shall specify the charges, the facts upon which the charges are based, and the range of discipline under consideration. Other factors which have been considered may thereafter be specified if the dismissal becomes the subject of a grievance under Article 13. Unless otherwise resolved, and protested in writing, the dismissal shall become effective and final at the end of the five (5) day suspension. During the five (5) days following the date of the notice, the employee may meet with the decision maker to correct any errors of fact, and to explain the employees' points of view. Protest of the discharge of any employee shall be made only through the grievance procedure set forth in Article 13. The Federation may process a grievance concerning suspension or discharge, or both, at Step III of the grievance procedure.

Section 12.4 Disciplinary actions will remain in employees' personnel records for a period of three (3) years or such longer period as the County deems appropriate and relevant for serious offenses. After an initial 12 months, an employee may petition the Human Resources Director and the department head to remove the disciplinary notice from the employee's file. This request will be evaluated on a case-by-case basis. The determination of the Human Resources Director will be final. Employee personnel records are subject to disclosure as necessary in the County's interest and as required by Oregon law, and otherwise are treated as confidential.

ARTICLE 13: SETTLEMENT OF DISPUTES

Section 13.1 Any grievance or dispute which may arise between the parties concerning the application, meaning, or interpretation of a specific provision of this Agreement shall be settled in the following manner:

Step 1: Since it is the wish of both parties to this Agreement to settle any alleged grievance in the most expeditious and informal manner possible, a grievant shall take up an alleged grievance with his/her supervisor within ten (10) days of the occurrence (or when the grievant should have reasonably been aware of the occurrence) giving rise to the grievance. The supervisor shall meet with the grievant and Federation representative and adjust the matter or deny the grievance within five (5) days following receipt of the written grievance.

Step 2: If the grievance has not been resolved at Step One, it shall be presented in writing, stating the alleged violation and section of the contract affected, by the grievant to the Federation representative within five (5) days of the decision at Step One. Thereafter, it may be presented in writing by the Federation representative to the department head. All grievances presented at this step shall set forth: the facts giving rise to the grievance, the provision(s) of the Agreement alleged to have been violated, the names of the aggrieved employees, and the remedy being sought. The department head shall conduct such investigation or hearing as is deemed necessary and shall respond in writing to the Federation within ten (10) days after receipt of the grievance. The decision of the department head shall be final and binding on the grievant, unless it is timely appealed by the Federation to the next step of the procedure outlined by this Article. Since the burden to meet all the limitations and parameters of this Article lies with the moving party, failure to meet the filing time limitations on the part of the moving party shall render the grievance moot and it shall be considered waived. If the County fails to answer within the time limits set forth in Article 13 of this Agreement, the grievance shall automatically proceed to the next step. The time limits set forth in this Article may be extended by mutual agreement of the Federation and the County.

Step 3: The Federation may provide notice to the County within five (5) days of its intent to arbitrate the matter with an arbitrator agreed upon by both the County and the Federation. If the parties are unable to agree upon an arbitrator, the Oregon State Mediation and Conciliation Service shall be requested to submit a list of thirteen (13) names. Both the County and the Federation shall have the right to strike names from the list alternatively until one name remains. The party requesting arbitration shall strike the first name and the other party shall then strike one (1) name. The process shall be repeated and the remaining person shall be the arbitrator. The designated arbitrator shall hear both parties and take testimony and evidence in a hearing on the disputed matter and shall issue a decision which shall be final and binding on the parties provided that it must be within the scope of this Agreement and not detract from or add to the terms of the Agreement. Expenses for the arbitrator shall be borne by the losing party; however, each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim recording of the proceedings, it may cause such a record to be made, provided it pays for the record and makes a copy available without charge to the

arbitrator. If the other party desires a copy, both parties shall jointly share the cost of the transcript and all copies. The time limits prescribed in this Article 13 shall be binding on all parties and shall be jurisdictional in nature unless extended by mutual consent; all references in this Article to a "days" shall mean a courthouse workday.

Section 13.2 Employees selected by the Federation to act as Federation representatives shall be known as "stewards." There shall be no more than four (4) stewards. The names of the employees selected as stewards, and the names of local and state Federation representatives shall be certified in writing to the County by the Federation. Duties required by the Federation of stewards, excepting attendance at joint meetings with supervisory personnel and aggrieved employees arising out of a grievance already initiated by an employee under Section 1 hereof, shall not interfere with their or other employees' regular work assignments as employees or the Federation, except the aforementioned meetings, shall be made outside of working hours. Meetings with the County during the workday may be permitted without loss of pay.

Section 13.3 The County or its designee(s) shall meet at mutually convenient times to discuss pending grievances with the Federation Representative. Such meetings with the County shall be held, if practicable, during working hours and without loss of pay to authorized participating employees.

ARTICLE 14: PROBATIONARY PERIOD

Section 14.1 The probationary period is an integral part of the employees selection process and provides the County with the opportunity to upgrade and improve efficiency of operation and service to the public by observing a new employee's work, training and aiding new employees in adjustment to their positions, and by providing an opportunity to reject any employee whose work performance fails to meet required work standards.

Section 14.2 Duration of Probationary Period. Every new employee hired into the bargaining unit shall serve a performance probationary period of eighteen (18) full months. Every lateral hired certified in Oregon as a Probation Officer shall serve a performance probationary period of twelve (12) months. Note: This should not be confused with the six (6) month waiting period for the use of most employee benefits.

Section 14.3 The Federation recognizes the right of the County to terminate probationary employees for any reason and to exercise all rights not specifically modified by this Agreement with respect to such employees. The rights under the grievance article of this Agreement shall not apply to termination of employment of a probationary employee.

Section 14.4 The probation period ends upon filing of a satisfactory performance evaluation approving the change of status, which shall relate back to the first day of the 13th month of employment if not completed prior to that date. In no case will such evaluation be delayed more than twenty (20) days.

ARTICLE 15: GENERAL OPERATIONS

Section 15.1 The provisions of the Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to marital status, race, color, national origin, sex, Federation membership, or the absence thereof. The Federation shall share equally with the County the responsibility for applying the provisions of the Agreement. An alleged violation of this provision shall be subject to the grievance procedure but shall exclude the arbitration step unless the employee elects the arbitration step and contemporaneously releases the County from any liability determined by an administrative or judicial tribunal and waives the right to bring discrimination charges in exchange for the right to proceed to arbitration on the discrimination issue, with acceptance and approval of the County.

All references to employees in this Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

Employees shall have the right to form, join, and participate in the activities of the Federation or any other labor organization, or to refrain from any or all such activities, and there shall be no discrimination by either the County or the Federation by reason of the exercise of such right except as specifically provided herein. Nothing in this Agreement shall be construed as precluding or limiting the right of an individual employee to represent her/himself in individual personal matters or to adjust his own grievances, provided that the Federation, upon request, shall be entitled to be present and, provided further, that any such adjustment shall not be inconsistent with the terms of this Agreement.

Section 15.2 The County agrees to furnish and maintain a suitable bulletin board in a convenient place or places to be used by the Federation. The Federation shall limit its posting of notices and bulletins to such bulletin board.

Section 15.3 The County agrees that accredited representatives of the Federation upon reasonable and proper introduction, shall have reasonable access to the premises of the County at any time during working hours for the purpose of assisting in the administration of this Agreement, but may not interfere with the performance of employees' duties.

Section 15.4 Only such existing and future work rules and benefits as are specifically covered by the terms of this Agreement shall be affected by recognition of the Federation and the execution of this Agreement. The benefits provided by this Agreement shall be exclusive and shall be in lieu of all economic or related benefits heretofore provided by the County, specifically, but not limited to, any bonus or longevity pay, merit pay, or sick leave bonus, provided, however, that nothing in this Agreement shall be construed to prohibit or limit the right of the County to pay an employee at a rate higher than the rates specified herein. Whenever any conditions are changed or new conditions are established, they shall be posted prominently on all bulletin boards for a period of ten (10) consecutive workdays.

Section 15.5 Rules. The parties jointly recognize that as elected officials the Board of County Commissioners is directly responsible to the citizens of the County and the public generally for performance of the functions and services performed by the County. These responsibilities cannot be delegated. For this reason, it is jointly recognized that the Board of County

Commissioners must retain broad authority to fulfill and implement its responsibilities and may do so by work rule, oral or written, existing or future. It is agreed, however, that no work rule will be promulgated or implemented which is inconsistent with a specific provision of this Agreement, provided that the requirements of Oregon law will always be paramount. All work rules which have been or shall be reduced to writing will be furnished to the Federation and to affected employees.

Section 15.6 Seniority. This shall be defined as the total length of unbroken service within the employing department covered by this Agreement including Department of Corrections Service.

Section 15.7 Other Employment. Outside employment shall be cleared with the department head and the Director of Human Resources and will be permitted unless the County determines based on criteria of Article 1, (F) related to Outside Employment, that such employment is inappropriate.

Section 15.8 Promotional Opportunities. It is the intent of this Agreement that wherever possible promotional opportunities within the bargaining unit shall first be extended to employees in the bargaining unit, provided such employees are considered by the County to be qualified to perform the work in question. The County shall be under no obligation to train an employee to become qualified to fill a vacant position, and shall give preference to present employees who are fully qualified and apply for such a job opening. The County shall be the judge of an employee's qualification and ability and upon request will state the reasons for such a judgment to the employee. In the event two (2) or more employees for a job opening are satisfactorily qualified in the areas of knowledge, skills and abilities, seniority shall govern as between them. Promotions within the department can be accomplished, upon approval from the Director of Human Resources, without following the normal posting requirements. The County may limit job postings and recruitments for promotional opportunities to current employees or advertise and recruit outside as determined by the County in its discretion.

Section 15.9 Layoff. In the event of a curtailment employees will be laid off in inverse order of seniority, within their job classification. An employee who is laid off, and who has previously held a non-probationary appointment in a lower classification, may elect to displace the least senior employee within the lower classification within the bargaining unit. Any employee bumping to a lower classification in the bargaining unit shall assume the same step within the new classification that was held in the old classification (i.e., an employee in Parole and Probation Officer 3 Classification, Step 3 bumping to Parole and Probation Officer 2 Classification would assume the pay rate at Step 3 of the new Range).

Section 15.10 Recall. Recall from layoff, as provided in Section 15.9, shall be in inverse order of layoff. Employees shall be eligible for recall for a period of twenty four (24) months from date of layoff. Employees who are eligible for recall shall be given no less than fourteen (14) calendar days' notice of recall; notice of recall shall be sent to the employee by certified or registered mail with a copy to the Federation, provided that the employee must notify the Department Head of her/his intention to return within three (3) days after receiving notice of recall. The County shall be deemed to have fulfilled its obligations by mailing the recall notice by certified or registered mail, return receipt requested, to the mailing address provided by the

employee to the Human Resources Department, regardless of the party within the household at that address that signs for the delivery. It is the obligation and responsibility of the employee to provide the Human Resources Department with his/her latest mailing address and the County shall have no notification responsibility except as described in this Article.

Section 15.11 Should negotiating sessions with the County be scheduled during work hours, bargaining unit stewards attending collective bargaining sessions shall not suffer loss of pay or benefits for such time they are on authorized released time from work. Stewards shall notify the proper supervisor as soon as possible upon learning when negotiating sessions are scheduled. The date, time, and place for negotiations sessions shall be established with the intent to reasonably avoid or minimize paid time for the Federation's negotiating team.

Section 15.12 Employees shall receive tuition reimbursement in accordance with County Policy 613.

ARTICLE 16: HEALTH AND WELFARE AND RETIREMENT

Section 16.1 Life Insurance. The County shall provide twenty-four (24) hour term life insurance coverage for each employee subject to this Agreement in the amount of \$20,000.

Section 16.2 Medical, Dental and Vision Insurance. Effective July 1, 2015, the County will contribute \$1,360 a month for monthly insurance premium costs. Effective July 1, 2016, the County will contribute \$1,410 a month for monthly insurance premium costs. Effective July 1, 2017, the County will contribute \$1,460 a month for monthly insurance premium costs.

The County shall contribute an amount equal to two (2%) percent of the monthly wages of the POIII position at Step 7 of the pay scale into each employee's VEBA account, on a monthly basis.

It is the County's practice to provide married couples and unmarried same-sex domestic partners, who are both employed by the County, insurance benefits with no premium cost to the employees, as long as it is a savings to the County to do so. Specifically, the County will combine the medical cap contribution for the two (2) employees, but they will be covered by one (1) plan as primary and dependent (i.e., the County will not duplicate premiums).

Section 16.3 Retirement. The County agrees to provide retirement benefits, subject to the terms and provisions of the Klamath County Employees' Pension Plan. The County will provide a retirement package consistent with PERS P&F, which would allow Probation Officers to retire at age 53 with 25 years of service, with no loss of benefits (i.e., employees can retire with no reduction to what their account has accumulated, but the County will not purchase the P&F units, as they are an optional supplement for employees to buy on their own).

ARTICLE 17: WORKERS' COMPENSATION

All County employees will be insured under the provisions of the Oregon State Workers' Compensation Act for injuries received while at work for the County.

ARTICLE 18: LIABILITY INSURANCE

The County shall purchase liability insurance or self-insured in such amounts and containing such terms and conditions as are deemed appropriate by the County for the protection of all employees covered by this Agreement against claims against them incurred in or arising out of any authorized act in the performance of their official duties. The premiums for such insurance shall be paid by the County. The County shall indemnify and defend employees to the extent and as provided for in the Oregon Tort Claims Act.

ARTICLE 19: SAVINGS CLAUSE AND FUNDING

Section 19.1 Savings Clause. If any term or provision of the Agreement is, at any time during the life of this Agreement, adjudged by a court or administrative body of competent jurisdiction to be in conflict with any law, such term or provision shall become invalid and unenforceable, but such invalidity or unenforceability shall not impair or effect any other term or provision of this Agreement. Upon issuance of such a decision, the parties agree to negotiate a substitute, if possible, for the invalidated article, section, or portion thereof.

Section 19.2 Funding. The parties recognize that revenue needed to fund the wages and benefits provided by the Agreement are subject to grants from the State and established annual budget procedures. The parties recognize that funding of the department at present is 100% dependent on State granted funding from the State to the County budget for application by the Board of Commissioners. All wages and benefits are therefore contingent upon the adequacy of sources of revenue, approval pursuant to established budget procedures, and where applicable, annual voter budget approval. The County cannot and does not guarantee any level of employment in the bargaining unit covered by this Agreement.

Section 19.3 During the negotiations resulting in this Agreement, the County and the Federation each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter as to which relevant statutes impose an obligation to bargain. This Agreement contains the entire understanding, undertaking, and agreement of the County and the Federation, after exercise of the right and opportunity referred to in the first sentence of this section; and finally determines all matters of collective bargaining for its term. Changes in this Agreement, whether by amendment, or waiver, deletion, amendment, or modification, must be reduced to writing and executed by both parties.

ARTICLE 20: DRUG TESTING

Section 20.1 Klamath County considers its employees to be a valuable asset and promotes a safe and healthy workplace for all County employees. The County recognizes the importance of maintaining an employment workplace which is free of alcohol and drug abuse and has chosen to maintain compliance with the federal regulations governing the Drug Free Workplace Act of 1988. Therefore, as determined by management, employees will be subject to mandatory or random drug testing. Policies and procedures relative to drug and alcohol testing and resulting action(s) shall be performed in accordance with the County's Alcohol and Drug Abuse Policy.

Section 20.2 In accordance with the County's Alcohol and Drug Abuse Policy (and acknowledgment form), employees understand that a requirement for initial employment and continued employment by Klamath County shall involve successful completion of drug and/or alcohol testing. Employees may be asked from time to time to submit to an alcohol and/or drug test, with or without individual cause to test. Employees also agree and give consent for Klamath County and the facility designated by Klamath County to both collect and perform tests on samples of the employee's urine and/or blood to identify the presence of alcohol, illegal drugs, legal drugs and other substances which might adversely affect job performance.

ARTICLE 21: TERMINATION AND REOPENING

This Agreement will be effective July 1, 2015, and will terminate June 30, 2018. This Agreement will be subject for opening of modifications with written notice no later than March 1, 2018, except as provided for in Article 19, Section 19.3, and shall have 45 days to commence negotiations.

ARTICLE 22: SAFETY AND HEALTH

Section 22.1 Safe Place of Employment. It is the responsibility of the County and Employees to make every reasonable effort to maintain a safe place of employment. It is the responsibility of all employees to practice safe working habits and to report any observed unsafe conditions immediately.

Employees shall report any personally observed unsafe practice or conditions to the immediate supervisor. If the practice or condition is not remedied in a timely manner by the immediate supervisor, the employee shall submit the matter to the Federation representative to take up with a higher authority.

Section 22.2 First Aid Kits. The Agency will provide first aid kits designed to serve at least the number of employees in each office.

Section 22.3 Communicable Disease. If, in the conduct of official duties, the employee is exposed to serious communicable diseases which would require immunization or testing, the employee shall be provided immunization against or testing for such communicable disease without cost to the employee where immunization will prevent such disease from occurring.

Section 22.4 Protective Clothing. If any employee is required to wear protective clothing, such protective clothing shall be furnished to the employee by the County. The cost of maintaining including cleaning, laundering, and tailoring shall be paid by the County.

Section 22.5 Vehicles. Each vehicle which is provided for use by Parole and Probation Officers shall be properly maintained in a safe and serviceable condition. The County shall make available to the field staff no less than two (2) cage cars equipped as specified above.

Section 22.6 Safety Equipment. Body armor will be provided to all field officers upon request and replaced by the County as necessary.

Section 22.7 Ammunition. The County shall provide all ammunition for mandatory firearms training.

Section 22.8 Automobile Registration. The County will allow employees to register their personal automobiles at the Community Corrections Division address if provided by law.

Section 22.9 Personal Equipment. Personal property necessary for the performance of duty and used at work with the written approval of the Department Director as documented in the employee's personnel file, which is damaged or destroyed in the line of duty, shall be repaired or replaced at County expense, ordinary wear and tear excluded, to a maximum of \$150 (or in the case of eye glasses, actual replacement cost but not in excess of the amount paid by County's health insurer). Any restitution ordered by the Court or from any other source shall be offset against the costs paid by the County.

ARTICLE 23: COMMUNITY CORRECTIONS

The Klamath County Community Corrections Department will replace or repair clothing and other items, such as eye glasses, and/or watches that are damaged as a result of physical confrontations with criminal offenders.

ARTICLE 24: RIGHTS OF EMPLOYEES UNDER INVESTIGATION

When an employee is under investigation that could lead to disciplinary action the internal and administrative investigation will be conducted in accordance with the provisions of ORS 236.360 and in a manner which affords the employee due dignity and respect.

Whenever an internal investigation (but not a criminal investigation conducted by another agency) is commenced based on a complaint that may result in an economic sanction based on a sustained finding, the employee will receive written notice of the nature of the allegations and policy(ies), procedure(s) and/or law(s) allegedly violated at least twenty-four (24) hours prior to the interview.

SIGNATURE PAGE

FOR THE FEDERATION:

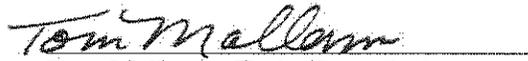
FOR THE COUNTY:

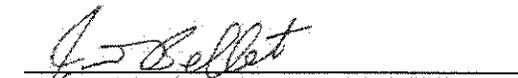

Robert Bogart, President
Federation of Parole and Probation Officers


Daneen M. Dail
Director of Human Resources


Linda Taylor, Vice President
Federation of Parole and Probation Officers

BOARD OF COUNTY COMMISSIONERS

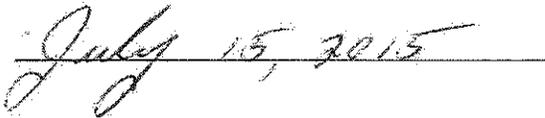

Tom Mallams, Chair, Commissioner


Jim Bellet, Commissioner


Kelley Minty Morris, Commissioner

FEDERATION RATIFICATION DATE:

BOARD RATIFICATION DATE:


July 15, 2015


July 28, 2015

**EXHIBIT A
STEP AND RANGE SALARY SCHEDULE**

FOPPO Hourly Non-Exempt Effective July 1, 2015							
GRADE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5 Merit	STEP 6 Merit	STEP 7 Merit
PO II	\$20.14	\$20.94	\$21.78	\$22.65	\$23.56	\$24.50	\$25.48
POIII	\$23.30	\$24.23	\$25.20	\$26.21	\$27.25	\$28.34	\$29.48
Lead PO***							

POII = Probation Officer II

POIII = Probation Officer III

*** Lead Probation Officer will be compensated with a 5% pay stipend.